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in good faith and without fraud was not subject to a revision and the court would not enjoin the sale. *Jackson Co. v. Gardiner Investment Co.* (C. C. A. 1914), 217 Fed. 350.

In the absence of statutory or charter provisions the weight of authority seems to be that a majority of the stockholders of a prosperous and solvent corporation cannot sell the corporate property against the dissent of the minority. COOK, CORP. (7th Ed.) § 670; *Morris v. Elyton Land Co.*, 125 Ala. 263. The contrary opinion in the principal case is supported by *Bowditch v. Jackson Co.*, 76 N. H. 366, 82 Atl. 1014; *State v. Company*, 115 Tenn. 266. Admitting the power of the majority of stockholders to sell the assets of the corporation, it would seem that their setting a certain price for the stock of the minority was an arbitrary estimate, unfair to the minority and hence enjoinable (*Mason v. Pewabic Min. Co.*, 133 U. S. 50) particularly when the market value at the time of sale exceeded this price by nearly two hundred dollars. On the other hand it has been held that in the absence of fraud or irregularity, equity will not enjoin the sale for mere inadequacy of price unless it is so great as to amount to proof of gross mismanagement, *Bowditch v. Jackson Co.*, supra; *Peabody v. Westerly Waterworks Co.*, (R. I.) 37 Atl. 807. See also *Tanner v. Ry.*, 180 Mo. 1.

COVENANTS—PROPERTY RESTRICTIONS.—A restriction required a plot of land to be used solely for the purpose of "one private dwelling house." *Held*, violated by an arrangement whereby three unrelated families occupied the premises, the lease being in the name of the head of one of them, who managed the household affairs of all, including the furnishing of food, and collected a proportionate amount of the expenses from the other families each week. *Kalb v. Mayer*, 150 N. Y. Supp. 94.

"To use 'one private dwelling house' means user by one family—a family composed of persons blended into a single group for usual domestic purposes." WORDS & PHRASES, 305; *Minister v. Building Co.*, 163 App. Div. 359, 361, 148 N. Y. Supp. 519. The criterion in this regard seems to rest on the commonly accepted view of domestic seclusion. The decision in the principal case is illustrative of the authoritative rule that covenants restraining the use of real property, although not favored, will nevertheless be enforced by the courts, where the intention of the parties is clear, and the restrictions or limitations are confined within reasonable bounds. *Los Angeles Terminal Land Co.*, 136 Cal. 36, 68 Pac. 308; *Hutchison v. Ulrich*, 145 Ill. 336, 34 N. E. 556, 21 L. R. A. 391; *Chase v. Walker*, 167 Mass. 293, 45 N. E. 916; *Atlantic City v. Atlantic City Steel Pier Co.*, 62 N. J. Eq. 139, 49 Atl. 822; *Columbia College v. Lynch*, 70 N. Y. 440, 26 Am. Rep. 615; *Meigs v. Milligan*, 177 Pa. St. 66, 35 Atl. 600; See also 11 Cyc. 1077. Effect is to be given to the intention of the parties as shown by the language of the instrument, considered in connection with the circumstances surrounding the transaction *Atlantic City v. Atlantic City Steel Pier Co.*, supra; *Levy v. Scheyer*, 27 N. Y. App. Div. 282; *Oldham v. Kennedy*, 3 Humphr. 260; *Long Eaton Recreation Grounds Co. v. Midland*, 71 L. J. K. B. 74. A restriction that premises should be used only for "a dwelling house" was held to be violated

by a building arranged for two families, though with a common front door. *Schadt v. Brill*, 173 Mich. 647, 139 N. W. 878, commented upon in 11 MICH. L. REV. 521.

DESCENT AND DISTRIBUTION—EFFECT OF MURDER BY HEIR.—One who murders at the same time his mother, father and sister held entitled by descent to their estate, he being the heir under the statutes of descent and distribution. *Wall v. Pfanschmidt* (Ill. 1914), 106 N. E. 785.

For a discussion of this question see 7 MICH. L. REV. 160, where the cases in the United States prior to that time are reviewed. Besides the principal case two cases bearing directly upon this point have been decided since. *Gollnik v. Mengel*, 112 Minn. 349, 128 N. W. 292; *Holloway v. McCormick*, 38 Okla. —, 136 Pac. 1111, both of which adhere to the doctrine of the principal case, which is the weight of authority. In *Gollnik v. Mengel*, supra, there was a dissenting opinion by Justice JAGGARD in which he says he prefers to follow the opinion of Justice ELLIOTT in *Wellner v. Eckstein*, 105 Minn. 444, 117 N. W. 830. The prevailing opinion is by Justice O'BRIEN who has succeeded Justice ELLIOTT since the decision in *Wellner v. Eckstein*. There is a concurring opinion by Justice LEWIS in which he takes the view that if the murder is in the first degree, then the murderer should not inherit. But since in this case the murder was in the second degree he concurs in the decision. In 1912 the Supreme Court of California held that one convicted of manslaughter did not lose his inheritance under a statute providing that one convicted of murder should not inherit from the victim. *In re Kirby's Estate*, 162 Calif. 91, 121 Pac. 370. The court adopts the strict legal definition of murder thereby excluding manslaughter. The case of *Burns v. Cope*, (Ind. 1914), 105 N. E. 471, affords an example of recent legislative action on this subject.

EASEMENTS—EFFECT OF SEVERANCE OF PROPERTY ON WAY OF NECESSITY.—Where an owner of land granted to a railroad company a right of way which bisected his property, the way of necessity across the tracks which was reserved by implication is an easement running with the land and passes to successive grantees; but, unless established as a prescriptive right, in case the ownership of the two parcels is severed, the easement is destroyed. *Van-dalia R. Co. v. Furnas* (Ind. 1914), 106 N. E. 401.

There is a conflict in the authorities as to the effect of severance of ownership upon an easement of passageway of the character considered in the principal case. Some hold that where lands were severed by the right of way of a railroad and the ownership of the several parts was afterwards severed, the right to the easement is not transmitted to the grantees. *Marino v. Central R. R. Co. of N. J.*, 69 N. J. Law 628. Still others hold that upon a severance of ownership the easement would attach to each separate tract. *Rathbun v. N. Y., N. H. & H. R. Co.*, 20 R. I. 60; *Swan v. Burlington C. R. & N. R. R.*, 72 Ia. 650. The conclusion in the principal case would seem to be sound; the easement arises because of a necessity or quasi necessity, that